Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 1,800 Each

NOZZLE O-RING

Provide Nozzle O-Ring in accordance with Military Specification MS28775-246. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / Batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 1,000 Each

BACKUP RING

Provide Backup Ring in accordance with Drawing 351AS115, Revision C. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / Batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 500 Each

SALT ROD O-RING

Provide Salt O-Ring in accordance with Military Specification MS28775-113. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / Batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

ITEM NO	SUPPLIES/SERVICES	QUANTITY
0005		See Below
OPTION I	PREFORMED PACKING	

Provide Preformed Packing in accordance with Drawing 351AS114 Rev. C Parker P/N 2-012E540-80. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment/batch of o-rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0006 See Below

OPTION I NOZZLE O-RING

Provide Nozzle O-Ring in accordance with Military Specification MS28775-246. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0006	0006	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0007 See Below OPTION I BACKUP RING

Provide Backup Ring in accordance with Drawing 351AS115. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0007	0007	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0008 See Below

OPTION I SALT ROD O-RING

Provide Salt O-Ring in accordance with Drawing MS28775-113. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0008	0008	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	

2,501.00 3,000.00

ITEM NO SUPPLIES/SERVICES QUANTITY 0009 See Below OPTION II PREFORMED PACKING

Provide Preformed Packing in accordance with Drawing 351AS114 Rev. C Parker P/N 2-012E540-80. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment/ batch of o-rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0009	0009	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0010 See Below OPTION II NOZZLE O-RING

Provide Nozzle O-Ring in accordance with Drawing MS28775-246. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME ITEM NO FROM QUANTITY TO QUANTITY UNIT PRICE CLIN 0010 0010 1.00 1,000.00

1,001.00	1,500.00
1,501.00	2,000.00
2,001.00	2,500.00
2,501.00	3,000.00

ITEM NO SUPPLIES/SERVICES QUANTITY 0011 See Below

OPTION BACKUP RING

Provide Backup Ring in accordance with Drawing 351AS115. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0011	0011	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0012 See Below

OPTION II SALT ROD O-RING

Provide Salt O-Ring in accordance with Drawing MS28775-113. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0012	0012	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0013 See Below OPTION III

PREFORMED PACKING

Provide Preformed Packing in accordance with Drawing 351AS114 Rev. C Parker P/N 2-012E540-80. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of o-ring. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0013	0013	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0014 See Below OPTION III NOZZLE O-RING

Provide Nozzle O-Ring in accordance with Drawing MS28775-246. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0014	0014	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0015 See Below

OPTION III BA

BACKUP RING

Provide Backup Ring in accordance with Drawing 351AS115. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
0015	1.00	1,000.00	
	1,001.00	1,500.00	
	1,501.00	2,000.00	
	2,001.00	2,500.00	
	2,501.00	3,000.00	
		0015 1.00 1,001.00 1,501.00 2,001.00	0015 1.00 1,000.00 1,001.00 1,500.00 1,501.00 2,000.00 2,001.00 2,500.00

ITEM NO SUPPLIES/SERVICES QUANTITY 0016 See Below OPTION SALT ROD O-RING

Provide Salt O-Ring in accordance with Drawing MS28775-113. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every

shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from

cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0016	0016	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0017 See Below OPTION IV PREFORMED PACKING

Provide Preformed Packing in accordance with Drawing 351AS114 Rev. C Parker P/N 2-012E540-80. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment/ batch of o-rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0017	0017	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	

2,001.00	2,500.00
2,501.00	3,000.00

ITEM NO SUPPLIES/SERVICES QUANTITY
0018 See Below

OPTION IV NOZZLE O-RING

Provide Nozzle O-Ring in accordance with Drawing MS28775-246. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0018	0018	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0019 See Below

OPTION IV BACKUP RING

Provide Backup Ring in accordance with Drawing 351AS115. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0019	0019	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

ITEM NO SUPPLIES/SERVICES QUANTITY 0020 See Below

OPTION IV SALT ROD O-RING

Provide Salt O-Ring in accordance with Drawing MS28775-113. Material Certifications are required with the following information: Batch Number, Compound Number, Cure Date, Shore A Hardness, Tensile Strength, Elongation, Specific Gravity and Tensile Stress. This information shall be submitted for every shipment / batch of O-Rings. The maximum allowable time for o-ring delivery from cure date shall not exceed one year.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0020	0020	1.00	1,000.00	
		1,001.00	1,500.00	
		1,501.00	2,000.00	
		2,001.00	2,500.00	
		2,501.00	3,000.00	

CLAUSES INCORPORATED BY REFERENCE

52.213-4	Terms and ConditionsSimplified Acquisitions (Other Than	JUL 2005
	Commercial Items)	
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
- **3** Percent increase
- Percent decrease

This increase or decrease shall apply to ALL CLINS.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 DAYS OF CONTRACT AWARD OR 365 DAYS AFTER EXERCISE OF PREVIOUS OPTIONS. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) ALTERNATE I (APR 2002)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 326299.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
Service-disabled veteran-owned small business concern
(1) Means a small business concern
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-

connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

- (b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- $(2) \ Any \ award \ resulting \ from \ this \ solicitation \ will \ be \ made \ to \ a \ small \ business \ concern.$

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve

System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: LEVONSON WHITE

Phone Number: (301)744-6687

Payments/Invoicing: MELISSA KIHM

Phone Number: (301)744-6368

kihmmj@ih.navy.mil

Technical Representative: TIMOTHY APPLEBY

Phone Number: (301)744-2442

Timothy.appleby@navy.mil

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer RUTH D. ADAMS at (301) 744-6655.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: http://www.opm.gov/fedhol/index.asp.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	FROM	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advanc

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

- (a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (l) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 2310P).
- (b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- (c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.
- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (l) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2310P.
- (b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD SAP 1 INVOICE MAILING INSTRUCTIONS

MAIL INVOICE TO:

INDIAN HEAD DIVISION, NSWC COMPTROLLER DEPARTMENT, CODE 021 ACCOUNTING AND FINANCE DIVISION BLDG. 1601 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035

Note: It is extremely important that your invoice is mailed to the address cited above. **Failure to do so will result in a delay of your payment.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice **MUST** be mailed to the Indian Head Comptroller Department.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DESTINATION	GOVERNMENT	DESTINATION	GOVERNMENT
0002	DESTINATION	GOVERNMENT	DESTINATION	GOVERNMENT
0003	DESTINATION	GOVERNMENT	DESTINATION	GOVERNMENT
0004	DESTINATION	GOVERNMENT	DESTINATION	GOVERNMENT

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 DAYS AFTER DATE OF CONTRACT	5000	NSWC - NAVSEA INDIAN HEAD 101 STRUASS AVE BUILDING 116 ATTN: GLORIA PANNING 301-744-1149 CODE 2310P INDIAN HEAD, MD 20640	N00174
0002	60 DAYS AFTER DATE OF CONTRACT	7 1800	NSWC - NAVSEA INDIAN HEAD 101 STRUASS AVE BUILDING 116 ATTN: GLORIA PANNING 301-744-1149 CODE 2310P INDIAN HEAD, MD 20640	N00174
0003	60 DAYS AFTER DATE OF CONTRACT	F 1000	NSWC - NAVSEA INDIAN HEAD 101 STRUASS AVE BUILDING 116 ATTN: GLORIA PANNING 301-744-1149 CODE 2310P INDIAN HEAD, MD 20640	N00174
0004	60 DAYS AFTER DATE OF CONTRACT	F 500	NSWC - NAVSEA INDIAN HEAD 101 STRUASS AVE BUILDING 116 ATTN: GLORIA PANNING 301-744-1149 CODE 2310P INDIAN HEAD, MD 20640	N00174



